

BUYER'S AGENT – READ THIS FORM!



Transferee ID: 423421
Authorization ID: 1332523

Addendum to Purchase Agreement – Closing Agent Selection Agreement

By signing this form, Buyer and Seller hereby acknowledge, understand, and agree to select as follows:

- THE ESCROW AND CLOSING PROCESS WILL BE CONDUCTED BY:

Stewart Title Company
14100 Southwest Fwy, Suite 200
Sugar Land, TX 77478
Phone: **281-491-7050**/Fax: 281-242 2836

- STEWART TITLE WILL UNDERWRITE THE TITLE INSURANCE POLICY(IES).
- A TITLE EXAM AND COMMITMENT HAVE BEEN OR WILL BE OBTAINED AND ISSUED THROUGH SIRVA SETTLEMENT, INC. OR OBTAINED BY THE ABOVE REFERENCED OFFICE. If SIRVA Settlement, Inc. is the listed office, the Buyer understands and agrees that SIRVA Settlement may assign one or more of its title issuance, escrow or closing activities to another qualified title, escrow and or closing office which will be identified by SIRVA Settlement prior to closing.

The closing will take place at a location mutually agreed upon by the Seller and the Buyer. Stewart Title Company has the authority to select a location on behalf of the Seller.

IMPORTANT NOTICE OF BUYER'S AGREEMENT

FEDERAL LAW AND COMPARABLE STATE LAW REQUIRE THAT NO SELLER OF PROPERTY THAT WILL BE PURCHASED WITH THE ASSISTANCE OF A FEDERALLY RELATED MORTGAGE LOAN SHALL REQUIRE DIRECTLY OR INDIRECTLY, AS A CONDITION TO SELLING THE PROPERTY, THAT TITLE INSURANCE COVERING THE PROPERTY BE PURCHASED BY THE BUYER FROM ANY PARTICULAR TITLE COMPANY.

BUYER FULLY UNDERSTANDS THAT BUYER IS NOT REQUIRED TO PURCHASE TITLE INSURANCE FROM THE TITLE AND/OR ESCROW AND CLOSING COMPANY PROPOSED BY SELLER AS A CONDITION OF BUYING THIS PROPERTY. OTHER COMPANIES EXIST THAT CAN PROVIDE THE SAME OR SIMILAR SERVICES. ANY PRE-POPULATED TERMS HEREIN CAN BE CHANGED BY THE PARTIES.

BY SIGNING THIS CLOSING AGENT SELECTION AGREEMENT, THE BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS HAD AN OPPORTUNITY TO COMPARE THE COSTS AND SERVICES OF THE TITLE AND/OR ESCROW AND CLOSING COMPANY PROPOSED BY SELLER WITH COSTS AND SERVICES OF OTHER TITLE AND/OR ESCROW AND CLOSING COMPANIES. BUYER HAS NEGOTIATED AND AGREED TO THE SELECTION OF TITLE INSURANCE, THE ESCROW AND CLOSING OFFICE AND AGREES TO THE SELECTION OF THE TITLE INSURANCE AGENT AND UNDERWRITER AND THE ESCROW AND CLOSING OFFICE CONTAINED HEREIN.

BUYER SHALL INFORM BUYER'S AGENT AND MORTGAGE LENDER OF THIS AGREEMENT AND PROVIDE BOTH AGENT AND LENDER A COPY OF THIS AGREEMENT.

The parties commit to provide the lender information and any other pertinent details needed to facilitate a timely closing through **SIRVA Settlement, Inc. or its assignee, Stewart Title Company.**

Title insurance, closing and escrow charges will be paid by the parties in accordance with the normal and customary split of charges for the area, or as specified in the Purchase Agreement for the Property referenced below. Any additional title exams including those required by Buyer's lender (other than an update of the Seller's title exam prior to closing) shall be paid for by the Buyer.

Buyer acknowledges that Buyer has been advised that SIRVA Settlement, Inc. is an affiliated entity to Seller and Buyer has received and read a Notice of Affiliated Business Arrangements disclosure.

In the event of any disagreements or conflicts between the terms of this Agreement and the Purchase Agreement and/or other Riders or Addenda, this Agreement shall conclusively govern.

CHECK HERE IF DECLINING SIRVA SETTLEMENT OR ITS ASSIGNEE

19 BURWICK ST
SUGAR LAND, TX 77479-2998

SIRVA RELOCATION LLC, SELLER _____, BUYER

By: _____, BUYER

Date: _____ Date: _____



One Parkview Plaza, Oakbrook Terrace, IL 60181; 630-570-3047; SIRVA.com

This is to give you notice that the referring party has a business relationship with other settlement services.

The following Settlement Services providers all have common ownership. Because of this relationship, a referral by any one of these parties may provide that referring party a financial or other benefit.*

SIRVA Mortgage, Inc. (Mortgage Lender)
DJK Residential, LLC (Real Estate Broker)
SIRVA Settlement, Inc. (Title Agent)
SIRVA Relocation LLC (Real Estate Broker)
SIRVA Settlement of Maryland, LLC (Title Agent)

Each member of the SIRVA group of companies has a beneficial relationship with the other companies as they all have common ownership. Because of this relationship, your use of any of these affiliated companies may provide the particular SIRVA Company that you are initially working with a financial or other benefit. For example if you are currently working with DJK Residential and they refer you to SIRVA Mortgage, Inc., DJK may receive a benefit due to the common ownership of the companies.**

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for settlement of your loan, a refinance of your loan, the purchase or sale of your property, or obtaining title insurance of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Mortgage Lending Services: SIRVA Mortgage, Inc.
Possible loan origination fees and related charges: Generally .5%-2% of your home value. Fees may include: Application Fee, Tax Service Fee, Underwriting Fee, Commitment Fee, Lender's Attorney Fee, Escrow Waiver Fee, Origination Charge and/or Discount Points (fees as applicable and where permitted by law).

Real Estate Services: DJK Residential, LLC
Real Estate Broker Commissions for home or condominium sales are always negotiable, but usually run between 4%-7% of home or condominium value and are generally paid by the Seller. Commissions for brokerage services for rental properties are generally 10%-12% of the first year's rent and are paid by the Lessee.

Real Estate Services: SIRVA Relocation LLC
Provides real estate referral services to licensed real estate brokers and agents through its real estate services, property management services and corporate housing divisions.

Title Agency/Closing Services: SIRVA Settlement, Inc.; SIRVA Settlement of Maryland, LLC
Possible title-related fees: Generally 1% of home value. Fees may include: Title Search Fee, Title Review Fee, Attorney's Fees, Commitment Fee, Escrow Fee, and Closing Service Fee.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that a SIRVA Company may be referring me/us to purchase one or more of the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

_____(Date)
_____(Date)

*SIRVA also has other affiliated companies, including Allied Van Lines® and northAmerican® Van Lines, that are not directly involved in the mortgage, real estate brokerage or Title Agency/Closing Services.

** Not all of the affiliates and their services may be applicable to you depending on the State in which your home is located and, if applicable, your company's relocation policy or whether the buyer or seller in a home sale transaction selects the title Agent.



INDOOR AIR QUALITY DISCLAIMER

GENERAL BACKGROUND ON INDOOR AIR QUALITY

In the last several years, a growing body of scientific evidence has indicated that the air within homes and other buildings can be more seriously polluted than the outdoor air in even the largest and most industrialized cities. Other research indicates that people spend approximately 90 percent of their time indoors. Thus, for many people, the risks to health may be greater due to exposure to air pollution indoors than outdoors.

In addition, people who may be exposed to indoor air pollutants for the longest periods of time are often those most susceptible to the effects of indoor air pollution. Such groups include the young, the elderly, and the chronically ill, especially those suffering from respiratory or cardiovascular disease.

While pollutant levels from individual sources may not pose a significant health risk by themselves, most homes have more than one source that contributes to indoor air pollution. There can be a serious risk from the cumulative effects of these sources. Fortunately, there are steps that most people can take both to reduce the risk from existing sources and to prevent new problems from occurring.

The U.S. Environmental Protection Agency (EPA) and the U.S. Consumer Product Safety Commission (CPSC) produce a popular and comprehensive publication on the subject of Indoor Air Quality entitled *The Inside Story: A Guide to Indoor Air Quality*. It describes sources of air pollution in the home and office, corrective strategies, and specific measures for reducing pollutant levels. This illustrated booklet covers all major sources of pollution such as biological contaminants (including bacteria, molds, mildew, viruses, animal dander and cat saliva, house dust mites, cockroaches, and pollen), radon, household chemicals, carbon monoxide, formaldehyde, pesticides, asbestos, and lead.

SIRVA Relocation advises homebuyers and homeowners to research Indoor Air Quality issues through resources available at the federal, state and/or local government levels. The EPA website at www.epa.gov is an informative resource for information on Indoor Air Quality. For individuals without access to the Internet, federal agencies with Indoor Air Quality information include the EPA's Indoor Air Quality Information Clearinghouse (IAQ INFO) at P.O. Box 37133, Washington, DC, 20013-7133; (800) 438-4318; (703) 356-4020. Single copies of *The Inside Story: A Guide to Indoor Air Quality* are available from EPA's IAQ Information Clearinghouse or by visiting the EPA website at www.epa.gov/iaq/pubs/ (the website is recommended for the most up-to-date scientific and technical information).

Questions or concerns about Indoor Air Quality issues can also be answered by a variety of state or local government agencies. Calling or writing the agencies responsible for health or air quality control is the best way to start getting information from a state or local government agency. To obtain state agency contacts, individuals can write, call or visit EPA's IAQ Information Clearinghouse.

NO INDOOR AIR QUALITY SERVICES PERFORMED

Unless otherwise noted, no services have been performed at the Property referenced below to determine Indoor Air Quality levels or to assess potential health effects from the possible presence of indoor air pollutants. Where certain Indoor Air Quality services have been performed at the Property (for example, radon testing), such services are exclusively limited to the indoor air pollutant identified and tested. Otherwise, Indoor Air Quality issues have not been addressed in a comprehensive manner, and where they have been addressed, it has been done for general informational purposes only.

Homeowners and homebuyers are advised that services customarily rendered in connection with real estate transactions (for example, General Home Inspection and/or Property Condition Assessment services; Appraisals; Broker Opinions or Market Analyses; Mortgage Lending and Title Services; Corporate Relocation facilitation services; REALTOR® services; etc.) do not encompass comprehensive testing, analysis or evaluation of Indoor Air Quality, or specific recommendations related to Indoor Air Quality.

Homeowners or homebuyers that desire comprehensive Indoor Air Quality testing or investigative services are advised to consult with contractors or professionals of their choice to ascertain the condition of the property and/or to remediate Indoor Air Quality concerns. The EPA advises the general public to check the references of outside contractors or professionals and to make certain they follow recommendations published by the EPA, the guidelines of the American Conference of Government Industrial Hygienists (ACGIH), and/or guidelines from other professional organizations.

CONFIDENTIAL: CANNOT BE USED NOR DISSEMINATED WITHOUT WRITTEN CONSENT OF SIRVA RELOCATION LLC. This document was transmitted by and from SIRVA Relocation LLC electronically. It may not be altered or revised in any manner without the express written consent of SIRVA Relocation LLC. Any alterations, additions, deletions or other modifications to the original document shall be void and of no force or effect without the written consent of SIRVA Relocation LLC.

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Buyer's Initials: _____

Privacy Policy

SIRVA respects your privacy, and this Privacy Policy is intended to inform you of how we protect your private, personal information.

One Policy

SIRVA has one global Privacy Policy for consumers applying to the entire SIRVA family of companies ("SIRVA"). SIRVA is committed to complying with all local and worldwide privacy laws.

Information Covered by this Policy

Our Policy covers all non-public, personal information received by us that may be used to identify you ("Personal Information").

General Data Protection Regulation Information

When we are acting at the direction of a corporate client to provide services to you, then the client is responsible as the Data Controller for telling us how your Personal Information should be used and processed. Under the European Union's General Data Protection Regulation, SIRVA and its family of companies are Data Processors who receive Personal Information and instructions on how to process that Personal Information from the Data Controllers. Where we act as a Data Controller (i.e., where we independently determine how any Personal Information is processed), then we manage your Personal Information according to what you have consented to and the terms of this policy.

How We Obtain Personal Information

SIRVA relies upon many sources of information to understand and meet your needs. We may receive Personal Information about you from:

- You directly, when you complete an application or when you visit us in person, over the phone, through the mail or through our websites;
- Your transactions with any of the companies in the SIRVA family;
- Consumer reporting agencies;
- Mortgage, Title, appraisal or other companies connected with a financial product or service involved in the sale or purchase of your home;
- Your employer;
- Anyone who you have authorized to provide information; and
- Other sources, in connection with providing you a financial product or service.

Regardless of its source, SIRVA will not process Personal Information without your consent.

Although we do not receive Personal Information from your browser, we do monitor and store certain types of information about visitors to our website--namely, the type of browser used, the user's country, whether they were referred to us by a search engine, which of our pages they visit, and how those pages perform on the user's computer. This helps SIRVA make decisions on how to better design, streamline, and improve performance on our websites. If you do not want this information monitored, you may turn off JavaScript. Please be advised, however, that the websites may not provide full functionality if those settings are turned off.

We also use “cookie” technology to improve your experience on our site. For details on our cookie policy, please see our website.

We do not knowingly collect Personal Information from children and will destroy such information if it is disclosed to us without proper parental consent.

Information Sharing within the SIRVA Family of Companies

To provide you with the full range of financial, relocation, and moving services you may need, SIRVA takes an integrated approach to the services we provide. In order to be able to provide a full range of services for your needs and make recommendations about a variety of the services offered by SIRVA, we may share Personal Information among the SIRVA family of companies.

Information Sharing with non-SIRVA Family Companies

Depending on the type of services you are to receive, SIRVA may work with and provide your information to companies or persons outside of the SIRVA family to provide those services to you. For example, SIRVA may share personal information to:

- service and support our operations generally and to support your account and services that we provide to you, including proposed or actual financing, securitization, secondary market sale, or similar transactions;
- process or administer a transaction or product in connection with a product or transaction that you have requested;
- data storage and processing;
- those you have authorized us to disclose the information;
- other suppliers with whom we have agreements to offer services to you through or with SIRVA; or
- other suppliers with which we jointly market or provide products or services.

We may also share your Personal Information with these other organizations outside of the SIRVA family when required by law. For example, we may share personal information to:

- protect against fraud;
- respond to a subpoena or summons; or
- respond to law enforcement or regulatory authorities.

We will not disclose your Personal Information to anyone outside of SIRVA unless you have authorized us to do so or as otherwise indicated in this Policy or as required by law.

We maintain agreements with our external suppliers limiting the use of your Personal Information only for the purposes you have intended in providing the information. These suppliers are bound to uphold our standards and procedures regarding privacy under the terms of our agreements with them.

Access & Choice

SIRVA provides you with a reasonable opportunity to access your own Personal Information, to correct that information if inaccurate, or to have it deleted as appropriate--subject to the exceptions stated below.

Reasonable access means, for example, that requests for access are made during normal business hours; that you provide requested identification; and that requests are not excessive in number. If, at any time, SIRVA denies you access to any Personal Information, we will provide you with reasons for denying access and information about how you may make further inquiries. For instance, SIRVA reserves the right to deny access to information related to investigations or potential or actual litigation where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy, or where the rights of other individuals would be violated. In order to update your information, please send your request by electronic mail to privacy.administrator@sirva.com, by facsimile to the number (216) 606-7654, or by telephone to the number (216) 606-7912.

You have the right to opt out of any use of your Personal Information at any time via the contact information above. If you opt out of this policy or otherwise decline to provide Personal Information, it may affect your receipt of services.

Data Integrity & Security

SIRVA will make every reasonable effort to keep Personal Information accurate while we are using that information to serve you. SIRVA appreciates your cooperation in maintaining complete and up-to-date Personal Information and will facilitate your efforts in this regard. SIRVA retains Personal Information for as long as we have determined it is needed for the purposes for which it was received or as required by contractual, record keeping, or other legal requirements.

We limit access to Personal Information about you to those employees who need to know that information to provide products and services to you. We do not sell your Personal Information.

We maintain physical, electronic, and procedural safeguards to protect your Personal Information. We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

We store your Personal Information on servers that may be located in various countries, but always in compliance with this policy and all applicable data privacy laws and regulations.

You should always safeguard your own Personal Information by protecting passwords used to access a SIRVA system and by safely disposing of records and reports no longer needed.

SIRVA will notify and work with regulatory and/or law enforcement officials as required by law to address any issues or security breaches where they arise.

Enforcement

A. Verification

Employee training and internal procedures are in place to allow SIRVA to ensure compliance with its Privacy Policy. SIRVA provides for regular internal compliance reviews of its privacy practices, and SIRVA has a Data Protection Office that is responsible for privacy implementation and compliance. For assistance with privacy concerns, you may send comments by electronic mail to privacy.administrator@sirva.com, by facsimile to the number (216) 606-7654, or by telephone at (216) 606-7912.

B. Dispute Resolution

SIRVA recognizes the importance of providing you the opportunity to address and resolve complaints about the processing of your Personal Information. Therefore, in addition to any legal remedies that may be available, if you make a complaint with us about the processing of your Personal Information and it is not resolved to your satisfaction internally at SIRVA, you may also file a complaint with the American Arbitration Association ("AAA") at the AAA website, located [here](#), or seek its independent alternative dispute resolution services. The American Arbitration Association ("AAA") is also located at the following address:

225 North Michigan Avenue, Suite 2527
Chicago, Illinois 60601-7601 USA

The AAA can be reached by telephone at (312) 616-6560 or by facsimile at (312) 819-0404.



June 8, 2020

Transferee ID: 423421
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Relocation Director Property Visit Report

Please note: It is SIRVA’s expectation that the Relocation Director (or someone they designate, *other than the listing agent*) visit every SIRVA listing within the first 30 days after the initial listing, again at the time the property comes into inventory, and at any time when specifically requested by SIRVA. If someone other than the Relocation Director does the actual property visit (e.g. Office Manager, Relocation Department’s Inventory specialist), then that person should complete this report. However, the Relocation Director should review the report and sign it before submitting to SIRVA. **This report is due to SIRVA within 2 days after the property visit.** Please call with any questions.

RE: 19 BURWICK ST
SUGAR LAND, TX 77479-2998

Date of Visit: _____ Visit completed by: _____

Property vacant? Yes / No

1. Briefly describe the overall condition of the Property. Include comments regarding cleanliness, showability, exterior appearance/curb appeal, décor, and landscaping.

2. What repairs/ improvements do you recommend in order to address any issues listed above? Has staging been done? If vacant, has all trash and personal property been removed?

3. Note any items which will make this property harder to market? (e.g. Power lines, busy street, etc). Please describe.

4. Describe the neighborhood surrounding the Property? How many listed properties did you see on your way to the Property? Did you pass new construction?

5. What recommendations would you make to help sell this property faster?

6. In addition to the listing agent’s efforts, what will your Relocation Department do to help market this property?

Relocation Director

Date submitted

RIDER TO SALES AGREEMENT

Notwithstanding anything contained in the foregoing sales agreement or any exhibit, rider addendum or amendment to said sales agreement (collectively, the "Agreement") of certain improved real property commonly known as:

**19 BURWICK ST
SUGAR LAND, TX 77479-2998**

("Property") the parties agree to modify and amend said Agreement in the following respects. In the event of any conflicts between the terms of this Rider and the Agreement (whether the Agreement terms are template terms, handwritten terms, or otherwise inserted), this Rider shall conclusively govern.

1. Financing Contingency

Earnest Deposit Amount ("Deposit") \$ _____

Purchaser's Loan Program: _____ **Conventional** _____ **FHA** _____ **Other** (_____)

- A.1(i) This Agreement is contingent upon the Purchaser's ability to obtain a written a loan commitment, notice of underwriting approval, or equivalent document ("Loan Approval") at current market rates. Prior to and as a condition of Seller's acceptance, Buyer shall complete and provide the Buyer Information Form previously provided to Purchaser by SIRVA Relocation LLC ("Seller"); or provide a pre-qualification letter with substantially the same information and in the amount as identified in the Agreement to which this Rider is attached ("Pre-Qualification"). In the event Purchaser submits a cash sale offer, then attached to said cash offer, the Purchaser must supply acceptable documentation showing proof of funds sufficient to satisfy the purchase price of the Agreement.
- A.1(ii) If Purchaser is unable, despite best efforts, to obtain final Loan Approval within _____ days [if blank, fifteen (15) days] of the date of this Agreement (the "Financing Contingency Release Date"), then Purchaser shall provide Seller with a written copy of their lender's statement of credit denial, termination or change (the "Denial"). If such Denial is not delivered on or before the Financing Contingency Release Date, the Agreement and this Rider shall be deemed unconditional with regard to any financing contingency.
- A.1(iii) If such Denial is delivered by the Financing Contingency Release Date, then Seller shall have the right to attempt to procure new financing substantially comparable to current market rates, or in accordance with the terms originally provided by the Purchaser within the Pre-Qualification, and with no obligation to the Purchaser to accept such terms. Should Seller attempt to procure said new financing, the Purchaser shall cooperate with Seller or with the Seller's designated Lender(s) to apply for and obtain such new financing. In the event that Seller is unable to obtain new financing for the Purchaser or should Purchaser refuse said offer of financing within Twenty (20) days from Purchaser's Denial, then this Agreement shall be terminated and all monies there before deposited shall be returned to the Purchaser.

- B. If Purchaser owns a home and this Agreement is not subject to the **closing** of said home, the Purchaser's Pre-Qualification must indicate that Purchaser is qualified **without** selling said home. If the Agreement is subject to Purchaser's home **closing**, Purchaser shall provide Seller within **two (2) days** of acceptance of this Agreement ("Contract Delivery Date") a copy of a fully executed contract on Purchaser's home ("Contract") and evidence from Purchaser's buyer reasonably satisfactory to Seller, that said buyer is qualified to consummate the purchase of Purchaser's home. If Purchaser fails to provide satisfactory evidence by the Contract Delivery Date or if the evidence is not satisfactory to Seller, Seller shall have the option of canceling the Agreement, this Rider, and the sale by notifying Purchaser within five (5) calendar days after the Contract Delivery Date.
- C. In the event that this Agreement is not subject to a financing contingency, then, prior to any acceptance of the Agreement by the Seller, the Purchaser shall provide Seller with evidence reasonably satisfactory to Seller that Purchaser has the financial means to consummate this purchase, including, but not limited to, evidence of the source of funds and the liquidity of funds in an amount equal to or greater than the purchase price and closing costs.

2. Condition and Inspections

Purchaser must acknowledge receipt of any and all disclosure documents identified below (collectively, "Disclosures"). Said Disclosures are informational only and represent only the opinions of the individuals or firms which prepared them and Seller makes no representation, warranties or recommendation concerning said Disclosures. Purchaser further acknowledges that certain Disclosures were completed by the record owner of the Property previous to SIRVA. Further, Purchaser acknowledges that the Disclosures fulfill any obligation of Seller to disclose conditions of the Property to Purchaser; and that Seller may not complete an independent investigation and/or disclosure for the Property.

Please **INITIAL ONLY** those items provided to Buyer. By initialing below, Purchaser acknowledges receipt, review and acceptance of these Disclosures and agrees that THIS INFORMATION CONSTITUTES DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY AGREEMENT BETWEEN PURCHASER AND SELLER.

- YES** **Disclosures/Tests/Inspections/Disclaimers.** By **INITIALING** below, Purchaser acknowledges receipt of certain Disclosures.
- _____ Disclosure Statement completed by previous record owner (SIRVA Relocation form)
 - _____ Disclosure Statement completed by previous record owner (Local/State form)
 - _____ Disclosure Statement prepared by Seller (Local/State form)
 - _____ Notice of Affiliated Business Arrangements
 - _____ Lead Paint Disclosure (if the home was built prior to 1978)
 - _____ Indoor Air Quality Disclaimer
 - _____ General Home Inspection Report
 - _____ Major Component Inspection
 - _____ Radon Inspection Report
 - _____ "A Citizen's Guide to Radon" and "Radon Reduction Methods" issued by the United States Environmental Protection Agency
 - _____ Termite/pest Inspection Report
 - _____ Well Inspection Report
 - _____ Water Quality Inspection Report
 - _____ Septic Inspection Report
 - _____ Pool Inspection Report
 - _____ Underground Storage Tank Inspection Report
 - _____ Mold Inspection Report
 - _____ Asbestos Inspection Report
 - _____ Radon Warranty: HomeBuyer's Preferred, Inc.
 - _____ SIRVA Privacy Policy
 - _____ Other (identify) _____

It is acknowledged that Seller has never occupied the Property and, as such, the Property and any fixtures, systems, appliances or other personal property conveyed are being sold in "as is" condition to the maximum extent allowed by law. Neither Seller or any of its agents make any representations or warranties concerning the Property, including but not limited to, representations regarding: the size of the buildings, square footage discrepancies, improvements, fixtures, systems, appliances, solar panels, building materials or other personal property conveyed, the presence or absence of toxic or hazardous substances, or the presence or absence of any encroachments or unrecorded easements. Purchaser further acknowledges that the Property may not be new and Purchaser does not expect the Property or any systems therein to be in the same condition nor function as new.

Purchaser shall have the right, to obtain such independent inspections, surveys, and tests (collectively, "Inspections") that Purchaser deems necessary or desirable, at Purchaser's own cost and expense, within a period of ten (10) days from the date of the Agreement ("Inspection Period").

Within the ten (10) day Inspection Period, Purchaser shall deliver written notice to Seller that either:

- A. Purchaser is satisfied with the inspection results, waives all repair and inspection contingencies, and is purchasing the Property "as is", with written notice to Seller of such; or,
- B. The inspection of the Property revealed repair issues where Purchaser would seek negotiation of such repair issues. In such event, Purchaser shall identify all repair issues to Seller in writing and provide the accompanying inspection report(s).
- C. **If Purchaser fails to timely elect either A or B herein within said ten (10) day Inspection Period by written notice to Seller, Seller may terminate this Agreement with Purchaser to forfeit all amounts heretofore deposited.**

Failure of Purchaser to complete Inspections and provide Seller with the professional inspection report(s) as per the terms above under (A-C) within the ten (10) day Inspection Period, shall act as an express waiver of any and all inspection and repair contingencies in the Agreement and this Rider.

Upon notice of the repair or inspection issues to Seller, Seller shall within ten (10) days thereafter ("Inspection Resolution Period") elect one of the following:

- i) Timely complete the repairs to reasonably satisfactory condition;
- ii) At closing, credit the Purchaser with the mutually agreed-upon cost of the specified repair item(s), where applicable and if permitted by the relevant lending, banking or other local or state entity;
- iii) Negotiate the repair issues with Purchaser, including which items are to be repaired, the cost of such repair items, and a time frame for completion of any such repairs and with the mutual understanding that closing may therefore need to be extended; or
- iv) Terminate this Agreement and return to Purchaser all earnest money deposit amounts.

Seller has no knowledge concerning the presence of radon gas, asbestos, mold, pet-related conditions, corrosive drywall, or any other toxic or hazardous substances in, around, or under the Property, and quality or type of building materials, regardless as to the source or cause of any such substance, condition or material. However, Purchaser shall not interpret Seller's lack of knowledge as a representation that the Property is free of radon gas, asbestos, mold, pet-related conditions, defective building materials, toxic or hazardous substances, or any other defects or conditions. The Purchaser hereby agrees to hold Seller, and/or its assigns harmless from any subsequent consequences, which may result from any defect, hazardous or toxic conditions, radon levels and/or the effects thereof.

IMPORTANT NOTICE – “BUYER BEWARE CLAUSE”

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY SORT WHATSOEVER REGARDING THE PROPERTY, ITS CONDITION, VALUE OR SURROUNDS AND MAY NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR LIABILITY TO PURCHASER OR ANY OTHER PERSON OR ENTITY. PURCHASER IS AGREEING TO FULLY RELY ON ITS RIGHT TO INSPECTIONS, TESTS AND SURVEYS GRANTED HEREIN TO DISCOVER ANY UNDESIRABLE OR LATENT CONDITIONS REGARDING THIS PROPERTY, AND ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS THEREON UPON WHICH PURCHASER MAY RELY. THE PROVISIONS HEREIN SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED. THE CLOSING OF THIS TRANSACTION SHALL CONSTITUTE PURCHASER'S FULL AND COMPLETE ACCEPTANCE AND RELEASE OF CLAIMS FOR ALL CONDITIONS, DEFECTS, AND INSPECTION MATTERS HEREIN.

3. Unenforceability

In the event that any provision, section, or part hereof is held to be void, voidable, unenforceable or illegal, then it shall be severed from the remainder of the Agreement and such provision shall be modified by a court of law to be enforceable and legal in such a manner as most nearly conforms to the intentions expressed within the Agreement.

4. Arbitration

The parties acknowledge that this Rider contains a binding arbitration provision which may be enforced by either party. Any disagreement over the terms, construction, or enforcement of this agreement or any dispute whatsoever arising out of or relating to the sale of the property, the Agreement or this Rider or the condition of the property (including the arbitrability of such a matter) shall be submitted to final and binding arbitration by and under the rules of the American Arbitration Association. The Arbitration shall be governed by the Federal Arbitration Act. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty-five (365) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the dispute. The decision of the arbitrator shall be final and binding upon the parties and enforceable by any court of competent jurisdiction. The costs of such arbitration and other litigation, including reasonable attorney fees of the other party, shall be paid by the party against which an arbitration award or finding is made. The arbitrator shall be allowed to allocate such costs and fees between the parties in an equitable manner, giving consideration to the intent of this provision, in the event that the findings or award are not conclusively for or against either party.

5. Tenant Rights

Seller hereby transfers any tenant or other rental agreement rights it may have in said Property to Purchaser. Purchaser hereby accepts such assignment and agrees that no changes shall be made to any such contract or lease with the current occupant of said Property without the express written consent of occupant except that Purchaser shall be permitted to enforce any eviction remedies available to Purchaser if necessary.

6. Contingency Satisfaction

Notwithstanding any other contingency satisfaction dates contained in the Agreement or this Rider, if any contingency dates have been extended or continued then all such contingencies the Purchaser may have with respect to the Agreement and this Rider must be satisfied, released or waived in writing by Purchaser no less than Four (4) days prior to the closing date unless agreed to differently by the parties in writing. Failure of Purchaser to so satisfy, release or waive any contingency shall permit Seller, at Seller's option, to (i) cancel the Purchase Agreement, (ii) extend in writing the time for satisfaction, waiver or release and/or extend the time for closing of the Property; or (iii) proceed with closing as scheduled.

In the event that the Purchaser has any termination rights in the Agreement or this Rider, and in the event that the Purchaser exercises or gives notice of intent to exercise any such termination rights, then Seller is granted and has the right to cure the reason for said termination. Should Seller agree to fully cure as stated herein, the termination shall no longer be applicable.

7. Damages – Remedies

In the event that Purchaser is in default under any of the terms of the Agreement this Rider or any addenda, then in addition to any remedy specifically stated herein, Seller shall have all other remedies available at law or in equity, notwithstanding any limitation as may be stated in any other pre-printed contract document between the parties.

8. Limitation of Liability

Any liability hereunder or in any other way to the Purchaser from Seller shall be limited to the assets of SIRVA Relocation LLC and not its members, managers, officers, directors, employees or assigns.

9. Closing Date; Delayed Closing Penalty; TRID Requirements

- A. The federal Consumer Financial Protection Bureau (“CFPB”) requires a lender providing mortgage loans to follow the Integrated Disclosure Rule (“Closing Disclosure Rule”). Pursuant to that rule the final Closing Disclosure must be received by Purchaser at least three (3) Business Days prior to the date the Purchaser becomes obligated to the mortgage loan. (“Time for Performance”).
- B. When Time for Performance is delayed due to the requirements of the Closing Disclosure Rule and such delay is not solely caused through any failure of Purchaser to timely act as per the Purchaser’s lender’s requirements for loan completion then the Closing Date (as defined below) may be delayed until the Purchaser receives a revised Closing Disclosure but in no event more than five (5) business days from the original Closing Date.
- C. Upon request from Buyer, Seller shall provide Buyer reasonably obtainable necessary information in Seller’s possession in order to estimate certain prorations concerning water, taxes, utilities, oil, and fuel tank adjustments. Purchaser and Seller understand and agree that additional calculations prior to Closing Date may be necessary to reach a more accurate rate of adjustments. Purchaser and Seller agree that no further adjustments will be made after the Closing Date.
- D. Purchaser agrees to obtain and provide to Seller or to a person as directed by Seller, all contact information for Purchaser’s attorney and/or Purchaser’s mortgage lender attorney as soon as practicable, after Purchaser obtains all Closing Disclosure information from Lender and in no event not less than fourteen (14) days prior to the Closing Date under the Agreement.
- E. Except for the delay occasioned by the Closing Disclosure Rule as set forth in section 9.B, Purchaser agrees to close on the date certain set forth in the Agreement (“Closing Date”) (OR before said Closing Date only upon mutual written agreement between the parties.) In the event Purchaser fails to close by said Closing Date (or the delayed Closing Date in Section 9.B, if applicable), Purchaser shall pay to Seller a penalty of the actual carrying costs of the Property per month, prorated on a per diem basis, for every day Purchaser fails to meet the Closing Date.

10. Other

- A. The Agreement is contingent upon Seller being able to deliver good and marketable title to the Property. If Seller is unable to transfer title as required above, Seller and Purchaser shall delay the Closing a maximum of _____ Days (thirty (30) days if blank) beyond scheduled Closing Date to cure the problem and notify Purchaser of such cure. If good and marketable title is not delivered for any reason within this time period, then all Deposit monies shall be returned to the Purchaser. The Seller makes no covenant, representation or warranty as to the ability to deliver clear and marketable title.
- B. The Purchaser acknowledges and agrees that the recorded title to the Property may be conveyed to Purchaser by a person or entity other than Seller and that the Seller on the Closing Disclosure form and settlement statement shall be Seller or its assignee regardless of the grantor’s name on the deed to grantee.

- C. On or before the date of closing, the Seller will acquire complete equitable ownership in and of the Property in a bona fide, non-fraudulent transaction for good and valuable consideration at fair market value. Seller will hold the Buyer harmless from any claims by the record title holder concerning ownership and transfer of title of the Property to Buyer.
- D. Tax prorrations and assessments, if any, shall be based upon the most recent tax bill available for the Property. Purchaser and Seller agree that no further adjustments will be made after the Closing Date, except that Purchaser shall refund to Seller any duplicate payments made by Seller. Should Seller over pay or duplicate any tax amounts ("Duplicate Payments") for any reason and where Purchaser shall rightfully owe such Duplicate Payments after the Closing Date, then, at the time of future levy, Purchaser further agrees to promptly obtain and refund to Seller all Duplicate Payments remitted by the Seller to the Lender, tax office or other closing entity.
- E. If Seller shall pay any costs, expenses or charges (collectively "Charges") of the Purchaser, and Purchaser receives any payments from Purchaser's lender or from another third party, which are attributable to the Charges paid out by the Seller, including but not limited to any cure payments to the Purchaser as a result of Good Faith Estimate tolerance violations under RESPA, then Purchaser shall reimburse, credit, or otherwise refund such payments to Seller ("Reimbursements"). Said Reimbursements will be paid out at closing, however any failure to resolve at Closing Date for any reason shall not relieve the Purchaser of the obligation to provide said Reimbursements to Seller as soon as known or received by the Purchaser.
- F. Seller will not accept any assignment of funds. All funds are due in immediately available funds at closing. Buyer is not entitled to possession of the Property until the purchase proceeds have been transferred to and received by Seller.
- G. Purchaser agrees to credit Seller for any fuel remaining based on a fuel reading by a fuel company.
- H. The closing of this sale shall constitute Purchaser's acknowledgement that the Property and systems therein and the condition thereof, were acceptable at the time the sale was closed.
- I. Purchaser shall be permitted a visual inspection of the Property no sooner than seventy two (72) hours prior to Closing Date to insure that the Property is in the condition pursuant to this Agreement, reasonable wear and tear excepted with Seller's "Notice of Completion and Acceptance of Repairs" to be executed at or before closing. This paragraph does not permit Purchaser to request repairs for any pre-existing matter not previously requested under the Condition and Inspection Section (2) except to maintain the Property's original condition.
- J. Purchaser hereby releases and forever discharges Seller, Seller's agents, employees, and any other officer, director or partner, or any one of them, or any other person, firm, or corporation who may be liable by or through the Seller from any and all claims, losses or demands which may arise from any condition whether known or unknown as to the Property.
- K. Both parties shall use reasonable good faith efforts to resolve any disputes prior to exercising any termination rights contained in the Agreement Rider or any addenda.
- L. Purchaser's earnest money deposit check shall be made payable to Seller's listing broker and be deposited in escrow within twenty-four (24) hours of Agreement execution, with proof of escrow deposit to Seller.
- M. Seller may assign this Agreement without the consent of the Purchaser.
- N. Purchaser will rely on Purchaser's own inquiry with the local sheriff's office or other authority as to registered sex offenders in the area, and will not rely on Seller or any real estate agent involved in the transaction for this information.
- O. All notices and communication due under this Rider shall be in writing.

11. Facsimile Signature

This Rider shall be deemed valid and effective by original, scanned or facsimile signature. This Rider shall also be valid and effective if signed in Counterparts. If electronic signatures are used they must be accompanied by a document that contains at least the following: i) number of pages in the signed document; ii) number of signatures and initials in the signed

document; iii) security level/means of identification; iv) identification number; v) IP address; vi) confirmation of hashed/encryption and security check; and, (viii) pro forma signature (an "Authentication Certificate"). As used herein, the singular shall include the plural and gender shall apply as applicable.

SELLER: SIRVA Relocation LLC

By: _____

Date: _____

PURCHASER: _____

Date: _____

PURCHASER: _____

Date: _____



Transferee ID: 423421
Authorization ID: 1332523

NOTICE OF COMPLETION AND ACCEPTANCE OF REPAIRS

Seller: SIRVA RELOCATION LLC
Property: 19 BURWICK ST
SUGAR LAND, TX 77479-2998

Seller hereby notifies Buyer that Seller has caused to be completed, remediated or credited any and all defects or repairs (collectively "repairs") as identified in the Agreement including any inspection or repair addenda, amendments or contingency releases.

Upon written notice to Seller, Buyer may inspect the completed repairs.

SIRVA RELOCATION LLC, Seller

Name: Kati Gryn
Title: Relocation Consultant
Phone: 216-606-7861
Fax: 000-000-0000
E-mail: Kati.Gryn@sirva.com
Date: June 8, 2020

Buyer(s) hereby gives notice that they have inspected the repairs or hereby waive said inspection and hereby state that they are satisfied with said repairs and property condition. Pursuant to said satisfaction Buyer accepts the property in its "AS IS" condition.

In lieu of or in addition to the repairs, Buyer hereby accepts a credit of \$_____ to be paid at closing. (\$0.00 if blank)

In lieu of repairs, Buyer hereby accepts a purchase price reduction of \$_____. (\$0.00 if blank)

In conjunction with the repairs, Buyer hereby accepts a payment to be made to the contractor(s) in the amount of \$_____ to be paid at closing. (\$0.00 if blank)

Buyer hereby releases, holds harmless, and forever discharges SIRVA Relocation LLC, its representatives and assigns from all claims, demands and damages whatsoever relating to or caused by the aforementioned repairs.

_____, Buyer

Date

_____, Buyer

Date